

BID OPENING

CITY OF SAN JOSE

OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

2010 MAY 13 P 2:43

City Clerk

Time Stamp

TOTAL BASE BID 11,898,000

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday, May 13, 2010

Project Manager: Amit Mutsuddy ~ 945.5166

**SJ/SC WPCP Switchgear M1, M2 & M3
Replacement Design-Build Project
FY 2009-2010**

BIDDER'S NAME: VELLUTINI Corp., Dba Royal Electronic

Bond ☒ Cashier's Check _____

Addendums Included () 1, 2, 3

Non-Collusion Affidavit

YES ☒ NO _____

YES ☒ NO _____

Project Engineer: Amit Mutsuddy
amit.mutsuddy@sanjoseca.gov

Telephone: (408) 945-5166
Fax: (408) 586-8446

Internet Bid Line: <http://www.sanjoseca.gov/esd/rfp.asp>
<http://cpms.sanjose.gov/pub/BidHotline>

NOTICE TO CONTRACTORS

Sealed written proposals are invited by the CITY OF SAN JOSE for:

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT SWITCHGEARS M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT FY 2009-2010

In accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Environmental Services Department and the City Clerk of the City of San Jose and to which special reference is hereby made and which are made a part hereof.

PLANS AND SPECIFICATIONS

Plans and specifications may be purchased after 4/14/2010 via the internet at www.sjblue.com or by calling 408-262-3000 at:

San Jose Blue
1654 Centre Pointe, Milpitas, CA 95035

There will be a non-refundable charge of approximately Two Hundred Twenty Five Dollars (\$225) per set. Checks are to be made to San Jose Blue not the City of San Jose.

Bidders requesting that sets be mailed/shipped to them will be charged the full cost of shipping. Additional full or partial sets may be purchased for the full cost of reproduction from the location listed above. Addenda, if any, will be provided free of charge to all registered plan holders.

CITY OF SAN JOSE Standard Specifications and Standard Details 1992 may be viewed on line at http://www.sanjoseca.gov/publicworks/Details_Specs/index.asp. Hard copies may be purchased from City of San Jose, Department of Public Works at a non-refundable cost. Contact (408) 535-7802 for additional information.

Bidders will have fully inspected the project site in all particulars and become thoroughly familiar with the terms and conditions of the Plans, Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

FILING OF BIDS

All proposals must be filed with:

City of San Jose - Office of the City Clerk
City Hall Wing, Second Floor
200 E. Santa Clara St., San Jose, CA 95113

on or before 3:00 p.m., Thursday, May 13, 2010 as set forth in the specifications. The City Clerk will publicly open and declare the aggregate bid of each bidder, at his/her said office at said time of 3:00 p.m.

Each bid must be accompanied by a certified check, a cashier's check, or a bidder's bond in the sum of not less than 10% of the total aggregate of the bid including add alternates. Checks or bonds shall be made payable to the order of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. All bids must be addressed to the City Clerk, City of San Jose and shall bear the title or name of the work to be constructed.

PREBID MEETING

A prebid meeting and site visit will be held on at 8:30 am on Wednesday, April 21, 2010 at:

San Jose/Santa Clara Water Pollution Control Plant
700 Los Esteros Road
San Jose, CA 95134

DEPOSIT OF SECURITIES IN LIEU OF RETENTION

Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

PREVAILING WAGES

Attention is called to the fact that not less than the general prevailing rate of per diem wages and general prevailing rates for holiday and overtime work must be paid on this project. Copies of the prevailing rate of per diem wages are on file with the Office of the City Clerk or the Office of Equality Assurance and can be obtained by interested bidders from those offices. All questions regarding prevailing wage should be directed to the Office of Equality Assurance at (408) 535-8430.

CONTRACTOR'S LICENSE REQUIREMENTS

All prospective bidders are hereby cautioned that the Contractor's State License Law regulates license requirements for bidding various types of projects.

This project can only be bid by a contractor who possesses a **Class A** contractor's license(s) at the time the bid proposal is submitted. Bidders shall submit a copy of its current Class A contractor's license as part of its bid proposal.

CONTRACTOR'S EXPERIENCE REQUIREMENTS

All prospective bidders must have within the last five (5) years performed at least three (3) similar projects in size and scope. Bidders must complete the Statement of Bidder's Experience form included in the bid documents.

NONDISCRIMINATION / NONPREFERENTIAL TREATMENT

The Nondiscrimination requirements of Chapter 4.08 of the San Jose Municipal Code apply to this project.

BOND REQUIREMENTS

The attention of bidders is directed to those provisions of the Specifications which require the Contractor to whom the contract for the work is awarded, to file with the City Clerk at the time the contract is executed, a Contractor's Payment Bond and Bond for Faithful Performance meeting all the requirements of the Specifications and approved by the City Attorney of the City of San Jose. Bonds shall be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance and shall name the City of San Jose as beneficiary. The Contractor's Faithful Performance Bond shall be for 100% of the contract price. The Contractor's Payment Bond shall be for 100% of the contract price.

By order of the Council of the City of San Jose

DATED: _____

CITY OF SAN JOSE
A Municipal Corporation of the State of California

By _____
CITY CLERK

PROPOSAL TO CITY OF SAN JOSE

FOR

SWITCHGEARS M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT

Name of Bidder: Vellutini Corporation dba Royal Electric Company

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Environmental Services on **April 9, 2010**, entitled **Switchgears M1, M2 & M3 Replacement Design-Build Project** and the Specifications approved by the Director of Environmental Services on **April 9, 2010**, entitled **Switchgears M1, M2 & M3 Replacement Design-Build Project** on file in the office of the Director of Environmental Services of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Environmental Services, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Environmental Services, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Environmental Services as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

SCHEDULE OF QUANTITIES

for

San Jose/Santa Clara Water Pollution Control Plant
Switchgears M1, M2 & M3 Replacement Design-Build Project
FY 2009-10 Capital Improvement Program

Bid				
Item	Description	Estimated Quantity	Unit Price (In Figures)	Item Price (In Figures)
1	Design and Construction of Switchgears M1, M2 & M3 Replacement	Lump Sum	N/A	

Total Lump Sum Bid Amount in Figures 11, 898, 000 —

Total Lump Sum Bid Amount in Words ELEVEN MILLION EIGHT HUNDRED NINETY EIGHT THOUSAND — ^{NO}/_X

Basis of bid evaluation: See Section 3-1.01 of the Special Provisions. The bid shall include all Federal, State, and other taxes, and shall be firm for a period of 120 days after bid opening. All bid items must be filled in completely.

BIDDER: Vellutini Corporation dba Royal Electric Company
Company

Dina Kimble
Signature DINA KIMBLE, CORP SECRETARY

April 26, 2010

**ADDENDUM NO. 1
TO
THE PLANS AND SPECIFICATIONS
FOR
SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Plans and Specifications for the **SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT**

IMPORTANT

THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

This Addendum No. 1, pages 1 through 5, and attachments modifies the Bidding Documents for the SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT, and shall become part of the Contract Documents for this Project.

The Contract Time is not changed

Submit this Addendum #1 package with your bid proposal.

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Valuform Corp. d/b/a Royal Electric Co.
Bidder's Name

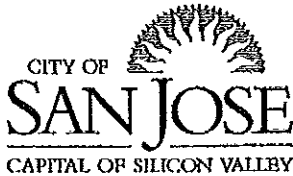
Dina Kimbly
Signature and Title of Bidder

5/12/10
Date

Approved by:

for Nelko P. Petroni
Bhavani Yerrapotu, P.E.
Division Manager, Technical Support Services
SJ/SC Water Pollution Control Plant

THIS ADDENDUM CONTAINS FIVE (5) PAGES
PLUS ATTACHMENTS SIXTEEN (16) PAGES



Environmental Services Department

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT

April 30, 2010

**ADDENDUM NO. 2
TO
THE PLANS AND SPECIFICATIONS
FOR
SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Plans and Specifications for the SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT

IMPORTANT

THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

This Addendum No. 2, pages 1 through 5, and attachments modifies the Bidding Documents for the SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT, and shall become part of the Contract Documents for this Project.

The Contract Time is not changed

Submit this Addendum #2 package with your bid proposal.
The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Vellutini Corp. dba Rayne Electric Co.
Bidder's Name

Dina Kimble
Signature and Title of Bidder

5/12/10
Date

Approved by:

Bh
Bhavani Yerrapotu, P.E.
Division Manager, Technical Support Services
SJ/SC Water Pollution Control Plant

THIS ADDENDUM CONTAINS FIVE (5) PAGES



Environmental Services Department
SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT

May 7, 2010

**ADDENDUM NO. 3
TO
THE PLANS AND SPECIFICATIONS
FOR
SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Plans and Specifications for the **SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT**

IMPORTANT

THIS ADDENDUM MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

INSTRUCTIONS:

This Addendum No. 3, pages 1 through 5, modifies the Bidding Documents for the SWITCHGEAR M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT, and shall become part of the Contract Documents for this Project.

The Contract Time is not changed

Submit this Addendum #3 package with your bid proposal.

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

Bellusini Corp. dba Royal Electric Co.
Bidder's Name

Dina Kimbly
Signature and Title of Bidder

5/12/10
Date

Approved by:

Bh
Bhavani Yerrapotu, P.E.
Division Manager, Technical Support Services
SJ/SC Water Pollution Control Plant

THIS ADDENDUM CONTAINS FIVE (5) PAGES

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

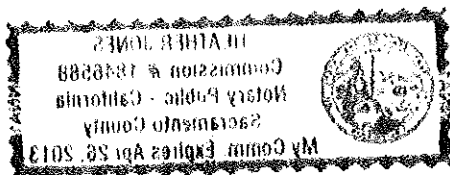
1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Qualifications".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



NONCOLLUSION AFFIDAVIT

Project Title: **Switchgears M1, M2 & M3 Replacement Design-Build Project**

DINA KIMBLE

(print name)

, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 5/10/2010

Vellutini Corporation dba Royal Electric
Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

City Business Lic. No.: 100201
Expiration Date: 9/30/2010
State Contractor Lic. No.: 357377
Classification: CIO, B, A, ASB, HAZ
Expiration Date: 5/31/2011
Federal I. D. No.: 94-2422340
Address: 8419 CARBIDE CT
SACRAMENTO, CA 95828

By: Dina Kimble
Title: CORPORATE SECRETARY

Telephone: (916) 226-2100

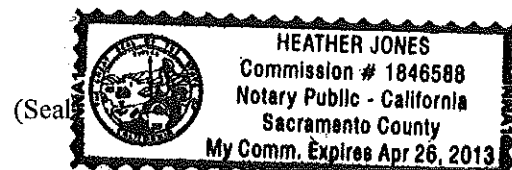
NOTARY

On 5/10/10 before me, Heather Jones, Notary Public, personally appeared Dina Kimble who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Heather Jones
Notary Public





State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



357377

License Number

Corp

VELLUTINI CORPORATION DBA
ROYAL ELECTRIC COMPANY

Business Name

Classification(s) C10 B A ASB HAZ



Expiration Date 05/31/2011

Certification by Secretary of Current Corporate Resolution

VELLUTINI CORPORATION
dba Vellutini Corporation, or Royal Electric Company,
or Velcor, or Royal Southwest
3131 52nd Avenue
Sacramento, California 95823

At the meeting of the Directors of Vellutini Corporation (doing business as (dba) Vellutini Corporation, Royal Electric Company, Velcor and/or Royal Southwest), a corporation organized and existing under the laws of the State of California as incorporated on July 12, 1977; duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on November 6, 2009 at which a quorum of the directors was present the following resolution was adopted to wit:

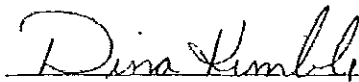
Resolved that L. Frank Vellutini, President, and / or Robert C. Bell, Vice-President/CFO, and / or Dina Kimble, Secretary, is/are hereby authorized to sign contracts/agreements in the name of and on behalf of Vellutini Corporation (dba Vellutini Corporation, Royal Electric Company, Velcor and/or Royal Southwest).

CERTIFICATION BY SECRETARY OF CURRENT CORPORATE RESOLUTION

I, Dina Kimble, Secretary of Vellutini Corporation (dba Vellutini Corporation, or Royal Electric Company, or Velcor or Royal Southwest), do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on November 6, 2009 and that said resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said corporation.

Dated: 11/6/09


Dina Kimble, Secretary

(seal)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, VELLUTINI CORPORATION DBA ROYAL ELECTRIC COMPANY as PRINCIPAL, and LIBERTY MUTUAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Massachusetts and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of **TEN PERCENT (10%) OF AMOUNT BID** DOLLARS (\$ **10%**).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on **May 13, 2010 for Switchgears M1, M2 & M3 Replacement Design-Build Project.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 6th
day of May, 2010.

PRINCIPAL

SURETY

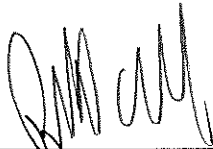
VELLUTINI CORPORATION DBA
ROYAL ELECTRIC COMPANY

LIBERTY MUTUAL INSURANCE COMPANY


Legal Company Name

Legal Company Name

Corporation
Indicate Type of Entity

By 

Title: Robert Bell, V.P.

By 

Title: Karen Amin, Attorney-in-Fact

By _____
Title: _____

By _____
Title: _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On May 6, 2010

Date

before me,

Jennifer Loper, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Karen Amin

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

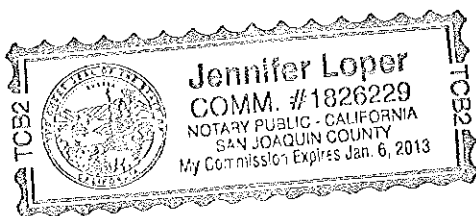
WITNESS my hand and official seal

Signature

Jennifer Loper

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: May 6, 2010

Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Karen Amin

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

Liberty Mutual Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **KAREN AMIN, DIANE KELLEY, STAN WARD, DANIEL M. CONNOLLY, DAVID SCHNAPP, ALL OF THE CITY OF LODI, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** DOLLARS (\$ **50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 11th day of March, 2010.

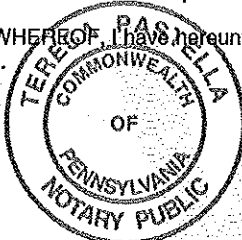
LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 6th day of May, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

On 5/12/10 before me,

Heather Jones, Notary Public

personally appeared

Robert BII

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Bidder's Bond

Document Date:

5/11/10

Number of Pages:

2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

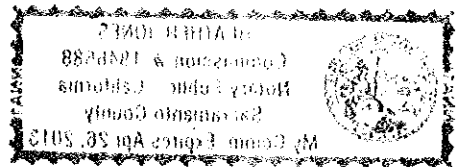
Signer's Name:

- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	PORTION (DESCRIPTION) OF WORK
ROEBBELEN CONTRACTING	EL DORADO HILLS CA.	CIVIL - PARTIAL
CHRISTIAN ANDERSON CONST.	SAC, CA.	CIVIL, ELECT, MECH - PARTIAL

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STATEMENT OF QUALIFICATIONS

FOR

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT
SWITCHGEARS M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT

FY 2009/2010

Bidders shall identify a minimum of three (3) similar projects within the last five (5) years. Bidders must use and submit this form as a part of their bid proposal. Bidders who wish to identify more than five (5) projects may attach additional pages as necessary to this form. Please note that resumes and/or reference lists may not be submitted in lieu of this form.

All work experience identified in this STATEMENT OF QUALIFICATIONS form must have been completed by the same contractor who is submitting the bid proposal.

<u>PROJECT NO. 1</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Los Alamitos			Dept. of the Army	
Utility	2/2005	6/2007	CA Air National Guard	Darryl Balcoa
Replacement			9800 Goethe Rd.	
			Sacramento, CA 95826	916-854-3939

<u>PROJECT NO. 2</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Nasa Ames			Nasa Ames	
Research	7/2009	2/2010	Research Center	Edward J. Newman
Center			Moffett Field	
			CA 94035-1000	650-640 -5863

<u>PROJECT NO. 3</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
McCarran Airport			Dept. of Aviation	
Reconstruct			Clark County	
Runway 7R/25L	9-2008	4/2009	P.O. Box 11005 Las Vegas, NV	Pete Ryan - Bechtel Infrastructure
			89111-1005	702-261-3935

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STATEMENT OF QUALIFICATIONS

FOR

SAN JOSE/SANTA CLARA WATER POLLUTION CONTROL PLANT
SWITCHGEARS M1, M2 & M3 REPLACEMENT DESIGN-BUILD PROJECT
FY 2009/2010

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All work experience identified in this STATEMENT OF QUALIFICATIONS form must have been completed by the same contractor who is submitting the bid proposal.

<u>PROJECT NO. 1 4</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Travis AFB				
Replace Airfield				
Electrical	<u>11/2004</u>	<u>1/2006</u>	Dept. of the Navy	Carrie Campana
Building			P.O. Box 1597	
			Travis AFB, CA	
			94585	<u>707-424-7537</u>

<u>PROJECT NO. 2 5</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
Clark Kerr			Regents of the	
Cabling			University	
	<u>1/2009</u>	<u>3/2010</u>	1936 University Ave.	Jack Scanlin
			2nd Floor	
			Berkeley, CA 94720	510-642-7242

<u>PROJECT NO. 3 6</u>	<u>Date Started</u>	<u>Date Ended</u>	<u>Owner Name and Address</u>	<u>Name and Telephone No. of Person with Personal Knowledge of Bidder's Work on the Project (e.g. Project Manager)</u>
I-5 Slab Rehabilitation	<u>4/2008</u>	<u>9/2009</u>	Caltrans District 3 1727 30th St. Sacramento, CA 95816	Fred Velasco - CC Myers 916-448-1406

CITY OF SAN JOSÉ CALIFORNIA

CONTRACT FOR: **Switchgears M1, M2 & M3 Replacement Design-Build Project**

THIS CONTRACT, dated for convenience _____, is made and entered into between the CITY OF SAN JOSE, a municipal corporation of the State of California, by the properly constituted officers thereof (hereinafter referred to as "City"), and _____, (hereinafter referred to as "Contractor");

That Contractor has been awarded the contract for the work hereinafter mentioned:
Switchgears M1, M2 & M3 Replacement Design-Build Project on _____
pursuant to Chapter 14.04 of Title 14 of the San Jose Municipal Code.

NOW THEREFORE:

Article I. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the Faithful Performance Bond and the Contractor's Payment Bond required of Contractor by the Specifications hereinafter mentioned, the Contractor agrees with the City, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the Plans and Specifications hereinafter mentioned, in a good, workmanlike and substantial manner and to the satisfaction of the Director of Environmental Services, and to the satisfaction of the Federal Government, the State of California, the County of Santa Clara, the Santa Clara Valley Water District, or their respective agencies or representatives to the extent that such agencies are concerned by reason of their paying all or part of the costs or by reason of their having jurisdiction over all or part of the work, all the works and improvements described, mentioned and set forth in those Plans and Specifications on file in the office of **Environmental Services Department** of said City, which said Plans, approved by the Director of Environmental Services on **April 9, 2010**, are entitled **Switchgears M1, M2 & M3 Replacement Design-Build Project** and which said Specifications, approved by the Director of Environmental Services on **April 9, 2010**, are entitled **Switchgears M1, M2 & M3 Replacement Design-Build Project** which said Plans and Specifications, and all the documents therein referred to are hereby specifically referred to and by such reference made a part of this contract.

Article II. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and equipment and for doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements; or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Director of Environmental Services, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to Plans and

**(The Schedule of Quantities
in the Proposal
will be incorporated
into this Contract.)**

Specifications, and the requirements of the Director of Environmental Services, and of any Federal, State or County agency concerned under them; and also for furnishing the required bonds and insurance, and for doing all other things mentioned, contemplated or embraced in the Contract, the Plans, the Specifications or other contract documents, to wit: **REFER TO SCHEDULE OF QUANTITIES ON PAGE 1A.**

Article III. It is further expressly agreed by and between the parties hereto that the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of worker needed to execute this contract is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which are on file in the Office of the City Clerk and the Environmental Services Department, which shall be made available to any interested party on request, which said rates are hereby made a part hereof, incorporated herein by reference as though set forth in full. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of worker employed on the project.

Article IV. City hereby promises and agrees with the said Contractor to employ, and does hereby employ the said Contractor to provide the materials and equipment and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Article V. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this contract and the bid or proposal of said Contractor, then, this contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Article VI. Pursuant to the terms and conditions set forth in Public Contracts Code Section 22300, the contractor may substitute certain securities for any money withheld by the City as retention to ensure contractor's performance under the contract. Such substitution of securities in lieu of retention shall be at the contractor's request and at the contractor's sole expense. The securities shall be in an amount equivalent to the retention to be released.

Article VII. Contractor agrees to comply with all of the applicable provisions of Sections 1777.5 and 1777.6 of the Labor Code, which Sections are hereby specifically referred to, incorporated herein by reference and made a part hereof as though set forth at length herein.

Article VIII. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

CITY OF SAN JOSE
A Municipal Corporation

Affix Corporate Seal, if Applicable
Attach Acknowledgments of Principals

By: _____
LEE PRICE, City Clerk

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:
City Attorney

By: _____

City Business Lic. No.:

Expiration Date:

State Contractor Lic. No.:

Classification:

Expiration Date:

Federal I.D. No.:

Address:

Telephone

Bond Number: _____

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, a _____, as Principal, and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the CITY OF SAN JOSE, a municipal corporation of the State of California, in the sum of _____ and ____/100 **DOLLARS (\$_____)**, for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:
WHEREAS, the above bounden Principal is about to enter into a certain contract with the City of San Jose for the following:

Switchgears M1, M2 & M3 Replacement Design-Build Project

the award of which said contract was made to said Principal by the City of San Jose on _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____
day of _____, 20__.

PRINCIPAL

SURETY

Legal Company Name

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San Jose on the _____ day of
_____, 20__.

By: _____
Deputy

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the CITY OF SAN JOSE, a municipal corporation of the State of California, (hereinafter designated as "Public Entity"), is about to enter into a certain contract with _____, a _____, as Principal, namely, "Contract for: **Switchgears M1, M2 & M3 Replacement Design-Build Project**", for the work hereinafter briefly described, to wit: Specifications for **Switchgears M1, M2 & M3 Replacement Design-Build Project** and more fully described in and required by said contract, the award of which said Contract was made to said Principal by the City of San Jose on _____.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract.

NOW, THEREFORE, we, the Principal and _____ incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ and **/100 DOLLARS (\$_____)**, lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said contract and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and their Subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of their claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the Public Entity and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with requirements of the City of San Jose, and to comply with the provisions of Title 15, Chapters 5 and 7 of Part 4, Division 3 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 20__.

PRINCIPAL

SURETY

Legal Company Name

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

Address _____

Telephone _____

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Approved by the City Attorney of the City of San Jose on the _____ day of

_____20__.

By: _____

Deputy

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